

1 Cody B. West
2 4316 Blushing Meadows Road
3 North Las Vegas, NV 89031
4 Telephone (702) 575-2532
5 Plaintiff in Proper Person

2011 JAN 24 A 10: 06

6 UNITED STATES DISTRICT COURT
7 District of Nevada

8 CODY B. WEST

9 PLAINTIFF

10 vs.

11 BANK OF AMERICA, N.A. and

12 BANK OF AMERICA HOME LOANS and

13 BAC HOME LOANS SERVICING LP and

14 RECONTRUST COMPANY and

15 MERS - Mortgage Electronic Registration

16 Services

17 DEFENDANTS

) Case No.: 2:10-cv-01950-GMN-LRL

) REPLY TO DEFENDANTS OPPOSITION
) TO MOTION FOR SUMMARY JUDGMENT

18
19 Cody B. West, Plaintiff, in proper person, submits his Reply to Defendants Opposition to
20 Motion for Summary Judgment.

21 Plaintiff asks this Honorable Court to take judicial notice of the fact that I appear without
22 counsel, are not schooled in the law and legal procedures, and are not licensed to practice law.
23 Therefore my pleadings must be read and construed liberally. Further Plaintiff believes that this
24 Court has a responsibility and legal duty to protect any and all of the Plaintiff's Constitutional
25 and statutory rights; specifically by the due process clause of the Fifth and Fourteenth
26 Amendment thereto, which invokes the due process clauses of the Seventh, Fifth and Fourteenth
27 Amendments to said Constitution upon the States and guarantees to all private citizens the
28

1 freedom of private property and the separate and, distinct common law jurisdiction of this Court,
2 in accord with the rules of common law related to fiduciary duties.

3 Plaintiff believes that the principle of equitable tolling does apply to all claims in this
4 action, given Defendants violations of Constitutional law and federal and state statutes and codes,
5 at all times relevant hereto, as detailed below, Plaintiff could not have reasonably discovered the
6 concealed facts of violations in-depth and explicitly, until I was faced with Defendants attempt to
7 enforce an illegal attempt to collect and possible sale and dispossession of the Property. In this
8 event I researched all matters concerning the legality of the collection and possible foreclosure,
9 as well as the media coverage of government entities, and homeowners accusations of fraud in
10 the enforcement of millions of foreclosures, leading me to study all of the documents and events
11 relating to the purchase of the property.

12 The equitable tolling principles are to be read into every federal statute of limitations,
13 unless Congress expressly provides to the contrary in clear and ambiguous language, (See
14 *Rotella v. Wood*, 528 US.549,560-61,120 S. Ct. 1075,145L. Ed 2d 1047 (2000). Since the
15 Federal statutes and codes Plaintiff accuses Defendants of violating in the Amended Complaint
16 do not evidence contrary Congressional intents, all statute of limitations must be read to be
17 subject to equitable tolling, particularly since the act is to be construed liberally in favor of
18 consumers.

19 The issue of "Standing" is a basic issue of Constitutional Law either at the Federal level
20 or at the state district court level. That is to say, if you are not the person directly injured or
21 directly benefiting from a specific law or circumstance, you cannot go to court and try to enforce
22 any rights that do not belong to you.

23 The United States Supreme Court in several cases has stated that federal courts must
24 satisfy for themselves that "Standing" exists and that "the Plaintiffs have alleged such a personal
25 stake in the outcome of the controversy as to warrant his invocation of federal-court jurisdiction.
26 "*Warth V. Seldin*, 422 U.S. 490,498-99 (1975). Thus, if there is no direct injury or direct harm to
27 the party that wishes to pursue a claim in court, then no right to "Standing" or right to be in court,
28 exists in the first place.

MEMORANDUM OF POINTS AND AUTHORITIES FACTS

INTRODUCTION

Plaintiff was not in foreclosure on the loan until such time as determined by audit and legal attempt to satisfy the loan with a pay-off determined that Defendants have no evidence of ownership of the mortgage loan in question. Yet Defendants continue to make statements and allegations that the Plaintiffs are seeking through litigation to avoid their payment obligations. The Amended Complaint at page 1, beginning on line clearly states the reasons for the action taken against Defendants "this action seeks to prevent the collection of an improper debt" and "to prevent double paying this bank on the debt and/or pay the wrong party and/or prevent the wrongful taking of the family home by a bank no longer having a right to foreclose on it." Through Defendants pleadings filed with the Court it is evident that the Defendants cannot show ownership of the alleged Mortgage which is the paramount fundamental issue in this case. Instead they refer to the Evidence listed in the Amended Complaint beginning on page 7 line 27 and argue the validity of these documents. This Evidence is what supports the opening statements made in the Amended Complaint.

Defendants have chosen not to defend the paramount fundamental issue in this case. Their pleadings thus far supports my contention that there exists an undisputed fact that Bank of America and its subsidiary companies do not own the mortgage loan in question. They have produced no evidence as to their claim to have any interest in the indebtedness of Plaintiff and any claim to the property under the rights conferred under the Subject Deed of Trust or otherwise. Defendants are unable to prove their claims of ownership of the mortgage in question as they have failed to hold and possess the original Deed of Trust Mortgage, original note, and other pertinent documents. Again, the paramount fundamental issue in this case is Defendants lack of standing - holder in due course.

BACKGROUND FACTS

Plaintiff never denied that he entered into mortgage loans with Aspen Mortgage on February 6, 2006 in the amount of \$232,000.00 and \$58,000.00 ("the loan") which was secured

1 by the property located at 4316 Blushed Meadows Road, North Las Vegas, NV 89031. The loan
2 was immediately sold to Countrywide who was then acquired by Bank of America. Bank of
3 America Home Loans notified Plaintiff of this acquisition. The account number established by
4 Countrywide remained the same and payments by Plaintiff was made to BAC on or before their
5 due dates. Plaintiff stopped making payments after numerous attempts to modify the loans and
6 then through an audit and legal attempt to satisfy the loan with a pay-off determined that
7 Defendants have no evidence of ownership of the mortgage loan in question. This is the
8 paramount fundamental issue of this lawsuit.

9 THE EVIDENCE

10 The audit referred to was attempted through a formal Qualified Written Request in
11 compliance with and under the Real Estate Settlement Procedures Act, 12 U.S.C. Section
12 2605(e). Defendants failed to fully respond and were noticed of the same on or about June 15,
13 2010. See attached Exhibit A.

14 On May 25, 2010, Defendants delivered to Plaintiff via US Mail a Legal Notice of the
15 amount due. On August 3, 2010, BAC Home Loans Servicing delivered via US Mail a Payoff
16 Demand Statement. See attached Exhibit B. These statements set forth the terms, conditions and
17 instructions to pay-off the subject loan. In response, Plaintiff sent correspondence via certified
18 mail to Defendants Bank of America and Recontrust conditionally accepting Defendants payoff
19 demand. See attached Exhibit C. Plaintiff provided his terms, conditions and instructions.
20 Further, the correspondence states "I will accept your offer and tender full payment to be held in
21 escrow by a third party Notary Public". On or about July 7, 2010 and again on July 12, 2010, the
22 third party sent correspondence noticing Bank of America and Recontrust of funds being
23 available until July 15, 2010. See attached Exhibit D. On or about July 26, 2010, an Affidavit -
24 Commercial Oath and Verification and Final Notice of Default was sent via certified mail to
25 Bank of America and Recontrust, outlining the events involving Plaintiff's response to
26 Defendants Payoff Demand Statement. See attached Exhibit E.

27 Then on or about August 17, 2010, Plaintiff delivered via certified mail a Notice of Right
28 to Cancel - TILA to Defendants, Aspen Mortgage, and other related parties - See Exhibit F.

Responses received to this series of documents were done by BAC Home Loans

1 Servicing and Reconstrust wherein they provided numerous unauthenticated copies of the note
2 and Deed of Trust. Further, the few responses received from BAC Home Loans Servicing and
3 Reconstrust were incomplete and ambiguous in their language. Bank of America and MERS
4 remained silent and did not respond.

5 Defendants claim these documents were fraudulent and without any legal validity. Yet,
6 Defendants produced a Legal Notice of the Amount Due and a Demand Payoff Statement to an
7 inquiry about what is owed on the Mortgage Loan. They outlined terms, conditions and
8 instructions but yet deny the right of the borrower to establish their own terms and conditions in
9 response to this Demand. More so they alledge that our tender of payment was insufficient and
10 nonexistent. They did not inquire about the funds being held so how can they establish that the
11 tender of payment was insufficient and nonexistent? Defendants have no basis or proof of this
12 statement yet state in their Opposition to the Motion for Summary Judgment that Plaintiff failed
13 to include any relevant facts or supporting evidence and only rely on conclusory allegations
14 "regurgitated" from their previously filed pleadings. Defendants replies to the documents sent by
15 Plaintiff is evidence that they are unable to prove their standing, have no evidence of ownership
16 of the mortgage loan in question, and are not Holders in Due Course. They are unable to
17 produce the original documents to prove up their claims. This is the paramount fundamental
18 issue in this lawsuit and the basis for the Motion for Summary Judgment.

19 LEGAL ARGUMENT

20 The suit filed with this Court is because Defendants cannot show ownership of the
21 alleged Mortgage Loan. A Summary judgment in this case is appropriate because Defendants'
22 through all of their responses prior to the filing of the lawsuit and subsequently throughout their
23 responses and Motions to Dismiss have not provided any evidence supporting their claim to the
24 Mortgage Loan in question. Defendants have not and cannot prove they are the owners and
25 holders in due course of the Mortgage in question which is the paramount fundamental issue in
26 this case. Defendants are not in standing with this Court. This material fact supports the legal
27 argument for Plaintiff's Motion for Summary Judgment.

28 /

Facts in Support of Summary Judgment

Plaintiffs' Amended Complaint clearly states the reasons for the action taken against Defendants "this action seeks to prevent the collection of an improper debt" and "to prevent double paying this bank on the debt and/or pay the wrong party and/or prevent the wrongful taking of the family home by a bank no longer having a right to foreclose on it." The evidence contained herein in response to Defendants Opposition to Motion for Summary Judgment shows that numerous attempts were made to determine the owner and holder in due course of the Mortgage in question. Defendants have not proven their claim and continue to ignore and remain silent on this paramount fundamental issue. This issue is being heard in numerous cases throughout the United States and is evolving daily. Defendants are now being sued by the States of Nevada, Arizona as well as countless suits being filed in practically every state in the nation for their lack of standing, holder in due course, fraud, mishandling of loan documents through their subsidiary companies as well as through MERS. To this extent, the Attorney General, State of Nevada, said on ABC news that due to Bank of America's arrogance and unwillingness to cooperate that the State of Nevada had no alternative but to file suit against Bank of America for their wrong doings in handling mortgage loans in this State. Yet Defendants continue to site case law in their Pleadings and Motions that are outdated and if appealed would be overturned in light of current day law being established.

In response to Defendants regurgitation of their pending Motion to Dismiss, Plaintiff responds:

Securitization

In response to Defendants continued argument about securitization of the loan, Plaintiff can prove beyond any doubt that the securitization process is one of the reasons that Defendants cannot prove their claim, cannot prove they are Holders in Due Course, and therefore are not in standing with this Court. See Amended Complaint page 7, line 2:23.

Fraud

Although Defense claims there is no fraud because of conduct when in fact *fraud in the factum* is evident when the paramount issue of this case is Holder in Due Course.

Defendants Need Not Produce the Original Note

Very recent Supreme Court decisions from Massachusetts on January 7, 2011 and Kansas has substantiated the fact that Lenders must have the original documents to show ownership of the Mortgage Loan.

To show standing with the Court Defendants must have access to the original Deed of Trust, the Mortgage Note and supporting original documents. These Landmark cases have proven that mortgage banks must prove ownership with original documents instead of mere copies. In the case of Mortgage Electronic Registration Systems, Inc. v. Chong, Case No. 2:09-CV-0661-KJD-LRL (2009), the United States District Court, District of Nevada stated that "MERS did not establish it was a real party in interest. MERS was unable to prove it had possession of the note or at least provide evidence that it was a representative of the mortgage loan holder, which it failed to do." Additionally, in a Landmark decision in the Kansas Supreme Court, National Bank v. Kesler, 289 Kan. 528, 216 P.3d 158 (2009). "Kan. Stat. Ann. § 60-260(b) allows relief from a judgment based on mistake, inadvertence, surprise, or excusable neglect; newly discovered evidence that could not have been timely discovered with due diligence; fraud or misrepresentation; a void judgment; a judgment that has been satisfied, released, discharged, or is no longer equitable; or any other reason justifying relief from the operation of the judgment. The relationship that the registry had to the bank was more akin to that of a straw man than to a party possessing all the rights given a buyer." Also in September of 2008, a California Judge ruling against MERS concluded, "There is no evidence before the court as to who is the present owner of the Note. The holder of the Note must join in the motion." Wells Fargo v. Reyes, 867 N.Y.S.2d 21 (2008). Case dismissed with prejudice, fraud on the Court and Sanctions because Wells Fargo never owned the Mortgage. In LaSalle Bank v. Ahearn, 875 N.Y.S. 2d 595 (2009), the case was dismissed with prejudice - lack of standing. In another case, Novastar Mortgage, Inc. v. Snyder 3:07CV480 (2008), it was ruled that "Novastar has the burden of establishing its standing. It has failed to do so."

In a current case in the Eighth Judicial Court, State of Nevada, Ostorga vs JP Morgan Chase Bank, Case No. A-10-628624-C, it is Plaintiff's contention that the Defendant in this case

1 without the ability to show standing with the Court has chosen not to answer the Summons and
2 loose this case by Default therefore showing that without standing the bank in these types of
3 cases have no defense when Holder in Due Course is the paramount issue.

4
5 CONCLUSION

6 Defendants in this case cannot show and have not shown that they have standing and
7 therefore have no legal right to continue in Court as a point of law. Defendants futile attempts in
8 Opposing this suit is a waste of Defendants sustenance that I as a tax payer of America has
9 provided to Bank of America. Defendants do not have standing and therefore this case should be
10 judged for Plaintiff and all relief given and with these undeniable facts the Court must grant the
11 Summary Judgment for Plaintiff.

12
13 Dated this 24 day of January, 2011.

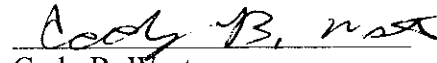
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15 Cody B. West
16 Plaintiff
17 In Proper Person
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EXHIBIT A

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CERTIFIED MAIL # 7009096000007002
0215

BANK OF AMERICA BARBARA DESAER, PRES
P.O. BOX 10227
VAN NAYS C.A. 91410
And RECONTRUST COMPANY as Creditor's Agent and Attorney

LOAN NUMBER 117481522

BANK OF AMERICA, Alleged Creditor,
v.
CODY B. WEST, Alleged Debtor

Re: Having been presented with a QUALIFIED WRITTEN REQUEST, COMPLAINT, DISPUTE OF DEBT AND VALIDATION OF DEBT LETTER, TILA REQUEST dated 3-17 2010 sent via Certified Mail # 70090960000070020130, and having had Notice and opportunity to respond, BANK OF AMERICA and RECONTRUST COMPANY have failed to fully respond.

Gentlemen:

This letter is lawful notification to you, pursuant to The Bill of Rights of the National Constitution, in particular, the First, Fourth, Fifth, Sixth and Ninth Amendments, and The Bill of Rights of the Nevada Constitution, in particular those sections which correspond to those sections referenced in the National Constitution, and pursuant to your oath, and under the Real Estate Settlement Procedures Act, 12 U.S.C. Section 2605(e), requires your written response to me specific to the subject matter. Should you fail to FULLY and COMPLETELY respond to this **NOTICE OF FAULT and OPPORTUNITY TO CURE**, within **10 days**, by answering all of the questions in the QUALIFIED WRITTEN REQUEST, COMPLAINT, DISPUTE OF DEBT AND VALIDATION OF DEBT LETTER, TILA REQUEST you agree to the Default Provisions under the QUALIFIED WRITTEN REQUEST. Your failure to respond to this NOTICE OF FAULT and OPPORTUNITY TO CURE is your lawful, legal and binding agreement with and admission to the fact that everything in the QUALIFIED WRITTEN REQUEST, COMPLAINT, DISPUTE OF DEBT AND VALIDATION OF DEBT LETTER, TILA REQUEST is true, correct, legal, lawful and binding upon you, in any court, anywhere in America, without your protest or objection or that of those who represent you. Your silence is your acquiescence. See: *Connally v. General Construction Co.*, 269 U.S. 385, 391. Notification of legal responsibility is "the first essential of due process of law." Also, see: *U.S. v. Tweel*, 550 F. 2d. 297. "Silence can only be equated with fraud where there is a legal or moral duty to speak or where an inquiry left unanswered would be intentionally misleading." Any other incomplete responses you may have sent or orders to not corresponded on this matter, are only conditionally accepted, only upon your full and complete response to the items required in the above referenced request letter, which has not occurred according to the record. Verbal replies are not accepted. Any legal threats, charges, or claims that this request is invalid are hereby accepted for value and considered settled.

RECONTRUST, and BANK OF AMERICA, BARBARA DESAER, PRES. having had opportunity to respond to the "qualified written request" in compliance with and under the

Real Estate Settlement Procedures Act, 12 U.S.C. Section 2605(e), served upon them by CODY B. WEST, in the matter of **LOAN NUMBER** 117481522 on or about 3-23, 2010 have failed to respond and are in fault. Therefore, their failure to cure is their admission that the "Default Provisions under this QUALIFIED WRITTEN REQUEST" are in full effect.

This 2 page Notice of Fault is cordially presented, All Rights Reserved – Under Necessity

Notice to Agent is Notice to Principal; Notice to Principal is Notice to Agent.

If you choose to cure the FAULT, by answering all of the questions in the **QUALIFIED WRITTEN REQUEST, COMPLAINT, DISPUTE OF DEBT AND VALIDATION OF DEBT LETTER, TILA REQUEST** then do so in writing, completely, on a point for point basis with particularity within 10 days of this letter's date, and support your statements with evidence, fact and law. Your failure to respond, as stipulated, is your agreement with and admission to the fact that everything in the NOTICE OF FAULT and the **QUALIFIED WRITTEN REQUEST, COMPLAINT, DISPUTE OF DEBT AND VALIDATION OF DEBT LETTER, TILA REQUEST** is true, correct, legal, lawful, and is your irrevocable agreement attesting to this, fully binding upon you, in any court in America, without your protest or objection or that of those who represent you. Non – Assumpsit, All Rights Reserved

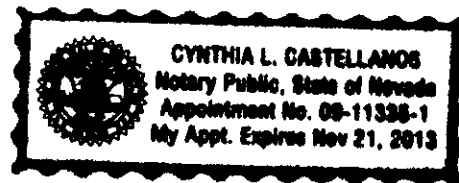
By: Cody West Date 6-9, 2010

NOTARY WITNESS

State of Nevada County of Clark
Subscribed and sworn to (or affirmed) before me on this 9th day of June, 2010, by Cody West, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Cynthia L. Castellanos (seal)

Commission expires 11/21, 2013



SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature X M <div style="float: right;"> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee </div>	
1. Article Addressed to: BANK of America		B. Received by: (Printed Name) [Signature] C. Date of Delivery [Signature]	
2. Article Number (Transfer from service label) 7009 0960 0000 7002 0215		D. Is delivery address different from 1? <input checked="" type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

VA 09110 OFFICIAL USE

Postage	\$ 1.05	0094 09 Postmark Here JUN 15 2010 06/15/2010
Certified Fee	\$ 2.80	
Return Receipt Fee (Endorsement Required)	\$ 2.30	
Restricted Delivery Fee (Endorsement Required)	\$ 0.00	
Total Postage & Fees	\$ 6.15	

7009 0960 0000 7002 0215

Sent to **BANK of America**
Street, Apt. No., or PO Box No.
City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions

CERTIFIED MAIL # 7009096000007002
0208

BANK OF AMERICA BARBARA DESAER, PRES
P.O. BOX 10227
VAN NAYS C.A. 91410
And RECONTRUST COMPANY as Creditor's Agent and Attorney

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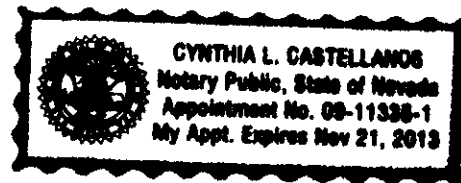
By: Cody West Date 6-9, 2010

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Signature Cynthia L. Castellanos (seal)

Commission expires 11/21, 2013



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<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <i>X</i> <i>Gary Walker</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Gary Walker</i> C. Date of Delivery JUN 21 2010</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>1. Article Addressed to:</p> <p><i>Recon Trust Company</i></p>		<p>3. Service Type</p> <p><input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p>2. Article Number (Transfer from service label)</p> <p><i>7009 0960 0000 7002 0208</i></p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

U.S. Postal Service TM	
CERTIFIED MAIL TM RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
DAVIS TX 75736 OFFICIAL USE	
Postage	\$ 1.05
Certified Fee	\$2.80
Return Receipt Fee (Endorsement Required)	\$2.30
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 6.15
<p>Sent To <i>Recon trust</i></p> <p>Street, Apt. No., or PO Box No.</p> <p>City, State, ZIP+4</p>	
<p>PS Form 3800, August 2006 See Reverse for Instructions</p>	

7009 0960 0000 7002 0208

0094
STATION 09
JUN 15 2010
Postmark
06/15/2010

EXHIBIT B



01 100061020

TS No. 10-0061020

Property Address:

4316 BLUSHED MEADOW ROAD
NORTH LAS VEGAS, NV 89031

May 25, 2010

Important Legal Notice

RECONTRUST COMPANY, N.A., acting in its capacity as agent for the beneficiary, is required by law to advise you of the following:

RECONTRUST COMPANY, N.A. is attempting to collect a debt and any information it obtains will be used for that purpose.

The name of the Creditor to whom the debt is owed:

BAC Home Loans Servicing, LP

Debt Validation Notice:

If you believe that you may be entitled to the benefit of the Service Members Civil Relief Act of 2003, it is recommended that you consult with your attorney.

(a.) As of the date of this letter, you owe \$234,137.95. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (800) 281-8219.

(b.) Unless you, within (30) days after the receipt of this letter, dispute the validity of the debt or any portion of the debt, RECONTRUST COMPANY, N.A. will assume the amount to be valid.

(c.) If you notify RECONTRUST COMPANY, N.A. in writing, to the address provided below within the thirty (30) day period, that you dispute the debt, or any portion of the debt, RECONTRUST COMPANY, N.A. will obtain verification of the debt and mail it to you. If you so request in writing to the address provided below within the thirty (30) day period, RECONTRUST COMPANY, N.A. will provide you with the name and address of the original creditor if it is different from the current creditor.

**RECONTRUST COMPANY
Attn: Debt Validation
2380 Performance Dr., TX2-985-07-03
Richardson, TX 75082**

Bank of America



Home Loans

Payoff Department, Mail Stop TX2-981-03-13
7105 Corporate Drive
Plano, TX 75024-4100

PAYOFF DEMAND STATEMENT

**Statement Void After
August 13, 2010**

Statement Date
August 3, 2010

BAC Home Loans Servicing, LP
Loan No.: 117481522-3

Attn: Latanya Coleman

X
X
X 12345

Name & Property Address:
Cody B West
4316 Blushed Meadow Road
North Las Vegas, NV 89031

Faxed to: 1-972-498-5921

This loan is in Foreclosure.

The expiration of this demand is the sooner of the above Void After date or the foreclosure sale date.
(CONV-JUMBO)

PAYOFF	Principal Balance as of 09/01/2009	\$222,472.76
CALCULATION	Interest from 09/01/2009 to 08/13/2010	14,259.22
	County Recording Fee	14.00
	Uncollected Late Charges	225.72
	Fees Due	15.00
	Additional Fees and Costs	418.35
	Escrow Balance Due	370.63
	Total Amount Required to Release Lien (As of August 13, 2010)	\$237,775.68
	Expedited Payoff Service Fee	30.00
	Total Amount Due	\$237,805.68

AMENDED DEMAND STATEMENTS ARE SENT AUTOMATICALLY IF THE TOTAL AMOUNT DUE INCREASES BEFORE AUGUST 13, 2010.

To provide you with the convenience of an extended 'Statement Void After' date, the Total Amount Due may include estimated fees, costs, additional payments and/or escrow disbursements that will become due prior to the 'Statement Void After' date, but which are not yet due as of the date this Payoff Statement is issued. You will receive a refund if you pay the Total Amount Due and those anticipated fees, expenses, or payments have not been incurred.

INTEREST CALCULATIONS

For all full month payment periods, interest is calculated on a monthly basis. Accordingly, interest for all full months, including February, is calculated as 30/360 of annual interest, irrespective of the actual number of days in the month. For partial months, interest is calculated daily on the basis of a 365 day year.

Adjustable rate mortgage loans may have more than one interest rate in effect during the period in which this demand statement applies. Amended demand statements are sent automatically if the total amount due increases before August 13, 2010.

Daily Interest ¹	From	To	Interest rate
41.1422	08/01/2010	08/13/2010	6.7500

¹Daily Interest = Principal Balance x Interest Rate ÷ 365

PAYOFF INSTRUCTIONS

Payoff funds must be made payable to **BAC Home Loans Servicing, LP** and will be accepted by **WIRE** or **CERTIFIED FUNDS ONLY**. They **MUST** reference the **BAC Home Loans Servicing, LP** loan number, property address and borrower's name in the OBI (Originator Beneficiary Information) field of the wire transfer or on the face of the check and must be sent per the instructions below. Failure to do so may cause delays resulting in additional interest due or the return of the funds to the remitter. Funds received after 4:00 p.m. Central Time may be posted the following business day.

Wire Funds to:

Beneficiary Bank: Bank of America
ABA Routing #: 0260-0959-3
Beneficiary Acct Name: MRC
MRC Account #12356-19173
Reference: Cody B West
Loan Number: 117481522-3

Mail CERTIFIED Funds to:

BAC Home Loans Servicing, LP
Attention: Payoff Department, Mail Stop TX2-981-03-13
7105 Corporate Drive
Plano, TX 75024-4100

PLEASE DO NOT SEND CERTIFIED FUNDS TO THE WIRE FUNDS INSTRUCTIONS ABOVE AS CERTIFIED FUNDS MUST BE PROCESSED IN OUR PAYOFF DEPARTMENT.

This communication is from BAC Home Loans Servicing, LP, the Bank of America company that services your home loan.

Please call 1-800-669-5833 for updated payoff information within 24 hours of submitting funds.

See following page for important information.

S310L1 11944 03/30/2010

BAC Home Loans Servicing, LP
Loan No: 117481522-3

Statement Date:
August 3, 2010

Statement Void After:
August 13, 2010

The following escrow items may be disbursed prior to our receipt of payoff funds:

ESCROW ACCOUNT INFORMATION	Escrow Item	Last Pmt Date	Last Pmt Amt	Next Due Date
	County Tax	02/23/2010	435.64	02/01/2011
	County Tax	12/24/2009	435.64	12/01/2010
	County Tax	09/30/2009	435.64	09/01/2010
	County Tax	08/11/2009	435.62	07/01/2010
	Hzd:State Farm Ins Group	02/04/2010	654.00	02/13/2011

IMPORTANT INSTRUCTIONS ON PAYMENT OF SHORTAGE

If the payoff amount actually received by BAC Home Loans Servicing, LP to pay off your loan is insufficient to pay the amount due as described in this statement, we may treat your payment as an instruction to deduct the shortage from any refund you would receive of monies from your escrow account. We will not do this, however, if (i) the shortage is greater than \$2,000.00, or (ii) you have instructed us not to do so. You may contact our Customer Service Department for this purpose at 1-800-669-6607.

AUTOMATIC PAYOFF UPDATES

BAC Home Loans Servicing, LP provides free estimated payoff information through an automated telephone system at 1-800-669-5833, if all payoff figures are available. You have elected to purchase BAC Home Loans Servicing, LP's written expedited payoff service, for a charge of \$30.00, which includes free automatic updates through the expiration of the demand. **The payment of this fee is NOT a condition for the release or reconveyance of the Security Instrument.** If you request further written payoffs, they will be subject to an additional charge of \$30.00 per statement, if allowed by applicable law.

PAYOFF OVERAGES

If BAC Home Loans Servicing, LP receives funds greater than the amount required to pay off your loan, we will automatically process the overage within 14 days after payoff and return the excess amount to you. **If an address change is being submitted on behalf of the borrower, the form MUST be signed by the borrower for the address change to take effect.**

BANKRUPTCY DISCHARGE

If you have received a discharge of this debt in a bankruptcy, you have no personal obligation to repay this debt. However, the lender may still foreclose on your property if the debt is not paid as required by the loan documents. This payoff statement is provided at your request and for your convenience. This is not an attempt to collect a debt that has been discharged, nor a demand for payment.

ADDITIONAL INFORMATION

The payoff amount indicated in this statement is subject to change for various reasons, including but not limited to the following:

- We may not have posted a recently submitted payment; (Please **DO NOT** place a stop payment on any check.)
- A fee may be assessed if a payment is returned unpaid by your financial institution for any reason;
- Additional or anticipated fees and costs may be incurred relating to collection, foreclosure, bankruptcy, or other defaults on your loan;
- Adjustments may be required to reflect disbursements made by, or payments owed to, your prior lender if the servicing of your loan was transferred to BAC Home Loans Servicing, LP;
- Late charges may be assessed for delinquent payments received after: 08/16/2010;
- Funds may be deducted from your escrow account to pay taxes, insurance or other escrow items that become due.

EXHIBIT C

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In care of: CYNTHIA L. CASTELLANOS, NOTARY ACCEPTOR
For: CODY B. WEST
3316 MASTERCRAFT AVE. NORTH LAS VEGAS, N.V., 89031]

Certified Mail # 70100780000228097252
Return Receipt Requested
6-15, 2010

To: BANK OF AMERICA

BARBARA DESAER, PRESIDENT
«P.O. BOX 10227», «VAN NAYS, C.A., 91410»

«RECONTRUST COMPANY»
P.O. Box 660862
DALLAS, T.X., 75266

Re: «BANK OF AMERICA» vs. CODY B. WEST; Account no. 117481522; my Conditional Acceptance of Your Offer charging me «\$234,137.95» and the Terms of Contract.

REPLY TO LENDER

Notice to Agent is Notice to Principal; Notice to Principal is Notice to Agent

Gentlemen:

I am in receipt of your Notice that «RECONTRUST COMPANY» represents (as trustee) «BANK OF AMERICA», the alleged holder of the above referenced loan. As acceptor of your offer to foreclose or collect a payoff demand, I have the right to dictate terms (especially those protections I have under the law).

This letter will serve as notice as my **acceptance of your offer/claim upon presentment of the original unaltered note or contract**. This is the first requirement under the terms of this self executing agreement. As you know, upon payment, **I am entitled to the original note so that it may not be re-presented by another alleged "debt collector."** In recent cases brought by various banks, the courts have thrown out the complaints for failure by said banks to bring forward the Notes to prove up their claims. Consider the article by Bob Ivry of Bloomberg.com from which this short quote is taken:

U.S. District Judge David D. Dowd Jr in Ohio's northern district chastised CHASE Bank National Trust Co. and Argent Mortgage Securities Inc. in October for what he called their "cavalier approach" and "take my word for it" attitude toward proving ownership of the mortgage note in a foreclosure case.

John Gallagher, a spokesman for Frankfurt-based CHASE Bank AG said the bank had no comment.

Federal District Judge Christopher Boyko dismissed 14 foreclosure cases in Cleveland in November **due to the inability of the trustee and the servicer to prove ownership of the mortgages.**

Similar cases were dismissed during the past year by judges in [NOTARY STATE], Massachusetts, Kansas and New York.

<http://www.bloomberg.com/apps/news?pid=20601109&sid=aejJ7dqodTCM&refer=patrick.net>

The judges in these cases know that to convene a court or award judgment *without any basis whatsoever* is not only a breach of their oath to be impartial, but conspiracy to defraud.

If you were to accept my payment of «\$234,137.95» plus costs and fees and should fail to produce the original note or contract, then you would necessarily agree that LENDER/AGENTS's (hereinafter LENDER/AGENTS) claim and your claim were frauds, without any basis whatsoever. That would make your demand letter (attached) a **counterfeit security**. It would also mean you were engaged in a commercial trespass; therefore injuring me.

Therefore: I will accept your offer and tender full payment to be held in escrow by CYNTHIA L. CASTELLANOS a third party NOTARY PUBLIC (address above). In return you will agree to have your client LENDER/AGENTS immediately produce the original note which it claims to be holding and to which I am entitled upon payment.

If LENDER/AGENTS actually has the note (the basis of their claim) then my tender of payment through the above named escrow agent charged with accepting said note and authenticating LENDER/AGENTS's claim should not pose a problem for you or your client.

Therefore, you agree that once the notary/escrow agent is in receipt of my tender of payment in the amount of «\$234,137.95», if you and LENDER/AGENTS should fail to immediately produce the original note or contract, you agree to immediately release your claim for «\$234,137.95» due to your fraud. Moreover, you also agree to immediately pay me triple damages: That would be three times the original amount tendered. So, if I tender «\$234,137.95» and you fail to produce the note and/or fail to collect said tender within **(15) fifteen days** of your receipt of notice from the Escrow Agent, or if you attempt to collect but fail to produce the original note or contract, you agree to immediately pay me [3 TIMES PAYOFF AMOUNT]. Should you fail to immediately pay me [3 TIMES PAYOFF AMOUNT] you agree to grant me Power of Attorney to handle this business for «RECONTRUST COMPANY», and its senior officers as well as granting me a lien against all property held by you and the senior officers of «RECONTRUST COMPANY». You agree that I may collect by selling off your property without your protest and without further notice to you.

To insure that this agreement is fully binding: upon receipt of this agreement, (realizing that LENDER/AGENTS may not have the original note) **you have (10) TEN days after receiving this notice to withdraw your claim** by noticing the notary, at the above mailing location, that the claim of LENDER/AGENTS is null and void and that LENDER/AGENTS's claim is withdrawn. Should you fail to withdraw the claim, having had notice and opportunity, you agree

to be bound by the terms of this **self executing agreement**; agree not to proceed with any late payment claims or negative credit reporting, foreclosure, or court case, as I have made known my intent to tender full payment or else will have already tendered payment, and you agree to accept said settlement as explained above. I will then make arrangements to deliver full settlement in the amount of «\$234,137.95» to the Escrow Agent as described above, under notary seal. However, this tendered payment will be immediately withdrawn, upon your default/failure to withdraw any LENDER/AGENTS's claim and/or your claim, at the end of the **(15) fifteen days** after your receipt of this notice.

You and the senior partners of «RECONTRUST COMPANY», as well as the CEO of LENDER/AGENTS agree to be appointed fiduciaries with the **mandatory duty** to settle the claim upon my tender of payment to the escrow agent and to immediately produce the original note or contract. Upon receipt of this agreement, please immediately produce **your public hazard bonds**, so that I may enforce my claim upon your failure to produce the original note as required under the law.

The notified LENDER/AGENT agrees that a non-response or incomplete response, which shall be deemed a non-response, would grant the original Grantor/Trustor CODY B. WEST the right to act as or to appoint an agent of the bank for removal of current power of attorney and subsequent appointment of successor trustee for the purposes of filing a Full Reconveyance of the original Deed of Trust or filing a Satisfaction of Mortgage/ Release of Lien of the original Mortgage instrument, thus finalizing the lender's claim as satisfied in full.

AUTHORIZATION TO RELEASE LOAN INFORMATION: I hereby authorize you to release and all loan information requested to CYNTHIA L. CASTELLANOS a third party NOTARY PUBLIC.

Sincerely yours,

CODY B. WEST,
real party in interest
Injured Party, Acceptor of Your Offer

7010 0760 0002 2809 7252

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$1.05
Certified Fee	\$2.80
Return Receipt Fee (Endorsement Required)	\$2.30
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$6.15

0094 STATION 7
 JUN 15 2010
 Postmark Here
 06/15/2010

Sent To Recontrust
 Street, Apt. No.,
 or PO Box No.
 City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <u>[Signature]</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <u>[Name]</u> C. Date of Delivery <u>JUN 21 2010</u></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>
<p>1. Article Addressed to:</p> <p><u>Recontrust Company</u></p>	<p>3. Service Type</p> <p><input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number (Transfer from service label) <u>7010 0760 0002 2809 7252</u></p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>

In care of: CYNTHIA L. CASTELLANOS, NOTARY ACCEPTOR
For: CODY B. WEST
3316 MASTERCRAFT AVE. NORTH LAS VEGAS, N.V., 89031]

Certified Mail # 7010678000022809724
Return Receipt Requested
6-15, 2010

To: BANK OF AMERICA

BARBARA DESAER, PRESIDENT
«P.O. BOX 10227», «VAN NAYS, C.A., 91410»

«RECONTRUST COMPANY»
P.O. Box 660862
DALLAS, T.X., 75266

Re: «BANK OF AMERICA» vs. CODY B. WEST; Account no. 117481522; my Conditional Acceptance of Your Offer charging me «\$234,137.95» and the Terms of Contract.

REPLY TO LENDER

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John Gallagher, a spokesman for Frankfurt-based CHASE Bank AG said the bank had no comment.

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Similar cases were dismissed during the past year by judges in [NOTARY STATE], Massachusetts, Kansas and New York.

<http://www.bloomberg.com/apps/news?pid=20601109&sid=aejJZdqodTCM&refer=patrick.net>

The judges in these cases know that to convene a court or award judgment *without any basis whatsoever* is not only a breach of their oath to be impartial, but conspiracy to defraud.

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To insure that this agreement is fully binding: upon receipt of this agreement, (realizing that LENDER/AGENTS may not have the original note) **you have (10) TEN days after receiving this notice to withdraw your claim** by noticing the notary, at the above mailing location, that the claim of LENDER/AGENTS is null and void and that LENDER/AGENTS's claim is withdrawn. Should you fail to withdraw the claim, having had notice and opportunity, you agree

to be bound by the terms of this **self executing agreement**; agree not to proceed with any late payment claims or negative credit reporting, foreclosure, or court case, as I have made known my intent to tender full payment or else will have already tendered payment, and you agree to accept said settlement as explained above. I will then make arrangements to deliver full settlement in the amount of «\$234,137.95» to the Escrow Agent as described above, under notary seal. However, this tendered payment will be immediately withdrawn, upon your default/failure to withdraw any LENDER/AGENTS's claim and/or your claim, at the end of the **(15) fifteen days** after your receipt of this notice.

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The notified LENDER/AGENT agrees that a non-response or incomplete response, which shall be deemed a non-response, would grant the original Grantor/Trustor CODY B. WEST the right to act as or to appoint an agent of the bank for removal of current power of attorney and subsequent appointment of successor trustee for the purposes of filing a Full Reconveyance of the original Deed of Trust or filing a Satisfaction of Mortgage/ Release of Lien of the original Mortgage instrument, thus finalizing the lender's claim as satisfied in full.

AUTHORIZATION TO RELEASE LOAN INFORMATION: I hereby authorize you to release and all loan information requested to CYNTHIA L. CASTELLANOS a third party NOTARY PUBLIC.

Sincerely yours,

CODY B. WEST,
real party in interest
Injured Party, Acceptor of Your Offer

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

7010 0780 0002 2809 7245

Postage	\$ 11.05	0094
Certified Fee	\$2.80	09
Return Receipt Fee (Endorsement Required)	\$2.30	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	JUN 15 2010
Total Postage & Fees	\$ 16.15	06/15/2010

Sent To: B of A

Street, Apt. No.,
or PO Box No.

City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <u>MARTIN PUERTA</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X</p> <p>B. Received by (Printed Name) _____ C. Date of Delivery _____</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below.</p>	
<p>1. Article Addressed to:</p> <p><u>BANK of America</u></p>		<p>3. Service Type</p> <p><input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p>2. Article Number (Transfer from service label) <u>7010 0780 0002 2809 7245</u></p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

EXHIBIT D

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In care of: Cynthia L. Castellanos, Notary

For: CODY B. WEST

3316 Mastercraft Avenue, North Las Vegas, NV 89031

Certified Mail # 701007800002286
Return Receipt Requested 7290

June 21, 2010

To: BANK OF AMERICA
(hereafter referred to as LENDER/AGENTS)
Barbara Desoer, President
PO Box 10227
Van Nuys, CA 91410

RECONTRUST COMPANY
PO Box 660862
Dallas, TX 75266

Re: Funds in the amount of \$234,137.95 held in Escrow for LENDER/AGENTS; to settle Account No.117481522; Original Note Requested and Required for Release of funds; Funds Available until July 15, 2010.

Notice to Agent is Notice to Principal; Notice to Principal is Notice to Agent

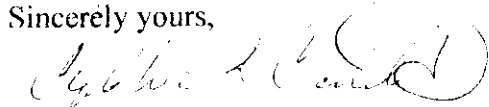
Dear Barbara Desoer:

At the request of CODY B. WEST, I am in receipt, **as Escrow Agent**, of "legal tender funds" in the amount of \$234,137.95 to be paid to LENDER/AGENTS upon production of the original (wet ink signature) promissory note held by you as collateral on loan number 117481522.

At your earliest convenience, please collect the funds **by tendering the original (wet ink signature) note to me** by July 15, 2010. CODY B. WEST requires this so that the note may not be represented for collection. Upon receipt of the original (wet ink signature) note, I will forward full payment of \$234,137.95 now held in escrow to you or the agent you designate to receive funds. I am also available to personally exchange funds for the instrument. Contact me as soon as possible to schedule a meeting. Mr. CODY B. WEST will require that I return his payment to him on July 15, 2010 so please do not delay. Should LENDER/AGENTS AS default, on July 15, 2010 I will issue an Affidavit of Non Response.

I am not a party to any dealings between LENDER/AGENTS AS and CODY B. WEST, and am merely acting as an Escrow Agent (a neutral third party who ensures that all conditions of a transaction are met) to tender to you the funds during the time allotted. It is my responsibility to report either a successful exchange with, or a non-response by, LENDER/AGENTS.

Sincerely yours,



Cynthia L. Castellanos, Notary

cc: CODY B. WEST

ASSEVERATION OF MAILING

I, Cody West do hereby solemnly declare, that on 7-7 2010, I did cause to be delivered by Express private courier and/or First Class Certified US Mail, a true and correct copy of the foregoing instrument, including true and correct copies of all/any documents referenced therein as "attached hereto", to the parties and locations listed below:

Witness Signature Charlene E. Petter

If witness is a Notary Acceptor:

Commission expires N/A, 20
CYNTHIA L. CASTELLANOS, Notary Public,
3316 Mastercraft Avenue, North Las Vegas, NV 89031

Re: Funds in the amount of \$234,137.95 held in Escrow for BANK OF AMERICA; to settle Account No. 117481522 Original Note Requested and Required for Release of funds; Funds Available until July 15, 2010.

Copy to:
BANK OF AMERICA
Barbara Desoer, President
PO Box 10227
Van Nuys, CA 91410

RECONTRUST COMPANY
PO Box 660862
Dallas, TX 75266

By Certified mail# 70100780000228097290

Note: Notary Public CYNTHIA L. CASTELLANOS is not an attorney licensed to practice law in the state of NEVADA and has not given legal advice or accepted fees for legal advice; provided no assistance in the preparation of the above referenced documents, and has no interest in any issue referenced therein. Cynthia L. Castellanos is NOT a party to this action and is ONLY acting in an authorized capacity as liaison to communications between the parties.


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[Track & Confirm](#)
[FAQs](#)

Track & Confirm

Search Results

Label/Receipt Number: **7010 0780 0002 2809 7290**
 Status: **Delivered**

Your item was delivered at 11:44 am on July 09, 2010 in VAN NUYS, CA 91410. A proof of delivery record may be available through your local Post Office for a fee.

Additional information for this item is stored in files offline.

Track & Confirm

Enter Label/Receipt Number.

[Go >](#)
[Restore Offline Details > ?](#)
[Return to USPS.com Home >](#)
[Site Map](#)
[Customer Service](#)
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[Gov't Services](#)
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[Privacy Policy](#)
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[Business Customer Gateway](#)

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No FEAR Act EEO Data

FOIA

U.S. Postal Service
CERTIFIED MAIL[®] RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 4.90	0094 14 Postmark Here JUL 07/2010 SAN ANTONIO, TX
Certified Fee	\$2.80	
Return Receipt Fee (Endorsement Required)	\$2.30	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 10.00	

Sent To
 B. A.
 Street, Apt. No.,
 or PO Box No.
 City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions

7010 0780 0002 2809 7290

In care of: Cynthia L. Castellanos, Notary

For: CODY B. WEST

3316 Mastercraft Avenue, North Las Vegas, NV 89031

Certified Mail # 7010078000022809728
Return Receipt Requested

June 21, 2010

To: BANK OF AMERICA
(hereafter referred to as LENDER/AGENTS)
Barbara Desoer, President
PO Box 10227
Van Nuys, CA 91410

RECONTRUST COMPANY
PO Box 660862
Dallas, TX 75266

Re: Funds in the amount of \$234,137.95 held in Escrow for LENDER/AGENTS; to settle Account No.117481522; Original Note Requested and Required for Release of funds; Funds Available until July 15, 2010.

Notice to Agent is Notice to Principal; Notice to Principal is Notice to Agent

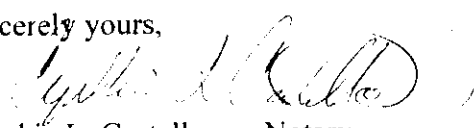
Dear Barbara Desoer:

At the request of CODY B. WEST, I am in receipt, **as Escrow Agent**, of "legal tender funds" in the amount of \$234,137.95 to be paid to LENDER/AGENTS upon production of the original (wet ink signature) promissory note held by you as collateral on loan number 117481522.

At your earliest convenience, please collect the funds **by tendering the original (wet ink signature) note to me** by July 15, 2010. CODY B. WEST requires this so that the note may not be represented for collection. Upon receipt of the original (wet ink signature) note, I will forward full payment of \$234,137.95 now held in escrow to you or the agent you designate to receive funds. I am also available to personally exchange funds for the instrument. Contact me as soon as possible to schedule a meeting. Mr. CODY B. WEST will require that I return his payment to him on July 15, 2010 so please do not delay. Should LENDER/AGENTS AS default, on July 15, 2010 I will issue an Affidavit of Non Response.

I am not a party to any dealings between LENDER/AGENTS AS and CODY B. WEST, and am merely acting as an Escrow Agent (a neutral third party who ensures that all conditions of a transaction are met) to tender to you the funds during the time allotted. It is my responsibility to report either a successful exchange with, or a non-response by, LENDER/AGENTS.

Sincerely yours,


Cynthia L. Castellanos, Notary
cc: CODY B. WEST

ASSEVERATION OF MAILING

I, Cooper West do hereby solemnly declare, that on 7-7 2010, I did cause to be delivered by Express private courier and/or First Class Certified US Mail, a true and correct copy of the foregoing instrument, including true and correct copies of all/any documents referenced therein as "attached hereto", to the parties and locations listed below:

Witness Signature Barlene E Potter

If witness is a Notary Acceptor:

Commission expires N/A, 20__
CYNTHIA L. CASTELLANOS, Notary Public,
3316 Mastercraft Avenue, North Las Vegas, NV 89031

Re: Funds in the amount of \$234,137.95 held in Escrow for BANK OF AMERICA; to settle Account No. 117481522 Original Note Requested and Required for Release of funds; Funds Available until July 15, 2010.

Copy to:
BANK OF AMERICA
Barbara Desoer, President
PO Box 10227
Van Nuys, CA 91410

RECONTRUST COMPANY
PO Box 660862
Dallas, TX 75266

By Certified mail# 70100780000228097283

Note: Notary Public CYNTHIA L. CASTELLANOS is not an attorney licensed to practice law in the state of NEVADA and has not given legal advice or accepted fees for legal advice; provided no assistance in the preparation of the above referenced documents, and has no interest in any issue referenced therein. Cynthia L. Castellanos is NOT a party to this action and is ONLY acting in an authorized capacity as liaison to communications between the parties.

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature X <i>Larry Walker</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: Recontrust Company P.O. Box 660862 DALLAS TX 75266		B. Received by (Printed Name) C. Date of Delivery JUL 15 2010	
2. Article Number (Transfer from service label) 7010 0780 0002 2809 7283		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
PS Form 3811, February 2004		Domestic Return Receipt 102595-02-M-1540	

U.S. Postal Service			
CERTIFIED MAIL RECEIPT			
(Domestic Mail Only; No Insurance Coverage Provided)			
For delivery information visit our website at www.usps.com			
OFFICIAL USE			
Postage	\$ 4.90	0094	14 Postmark Here 07/07/2010
Certified Fee	\$2.80		
Return Receipt Fee (Endorsement Required)	\$2.30		
Restricted Delivery Fee (Endorsement Required)	\$0.00		
Total Postage & Fees	\$ 10.00		
Sent To Recontrust Street, Apt. No., or PO Box No. City, State, ZIP+4			
PS Form 3800, August 2006 See Reverse for Instructions			

In care of: CYNTHIA L. CASTELLANOS, NOTARY
For: CODY B. WEST
3316 Mastercraft Avenue, North Las Vegas, NV 89031

Certified Mail # 70100780000128572484
Return Receipt Requested

July 12, 2010

To:
BANK OF AMERICA
(hereafter referred to as LENDER/AGENTS)
Barbara Desoer, President
PO Box 10227
Van Nuys, CA 91410

RECONSTRUST COMPANY
PO Box 660862
Dallas, TX 75266

Notice to Agent is Notice to Principal; Notice to Principal is Notice to Agent

Re: Notice of Fault with regard to the failure of LENDER/AGENTS to \$234,137.95 held in Escrow for LENDER/AGENTS to settle Account No. 117481522 failure of LENDER/AGENTS to produce the Original (Wet Ink Signature) Promissory Note Required for Release of funds; Funds were made available until July 15, 2010 and will be returned on July 15, 2010.

Notice of Opportunity to Cure! Please advise me within 72 Hours that the (wet ink signature) Note will be produced and the Funds will be held and be made available for your collection.

Dear Mr. Barbara Desoer:

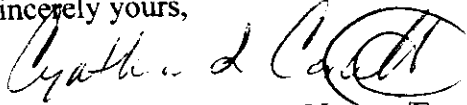
At the request of CODY B. WEST, I have held in Escrow for over fourteen days "legal tender funds" in the amount of \$234,137.95 to be paid to LENDER/AGENTS upon production of the original (wet ink signature) promissory note held by you as collateral on loan number 117481522. As of July 6, 2010 I have not heard from you: No one from LENDER/AGENTS has contacted me with regard to the \$234,137.95 I have held for you.

This is my **Notice of Fault and Notice of Opportunity to Cure!** You have **72 hours** from receipt of this notice to collect the funds by tendering the original (wet ink signature) note to me. CODY B. WEST requires this so that the note may not be represented for collection. Upon receipt of the original (wet ink signature) note, I will forward full payment of \$234,137.95 now held in escrow to you or the agent you designate to receive funds. I am also available to personally exchange funds for the instrument. Contact me as soon as possible to schedule a meeting. CODY B. WEST will require that I return his payment to him in just 72 hours from

Case 2:10-cv-01950-GMN -LRL Document 23 Filed 01/24/11 Page 37 of 65
your receipt of this Notice. So please do not delay. Should BANK OF AMERICA default, on or
about July 15, 2010 I will issue an Affidavit of Non Response.

I am not a party to any dealings between LENDER/AGENTS and CODY B. WEST, and am
merely acting as an Escrow Agent.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Cynthia L. Castellanos". The signature is fluid and cursive, with a large, stylized "C" at the beginning.

Cynthia L. Castellanos – Notary /Escrow Agent
cc: CODY B. WEST

ASSEVERATION OF MAILING

I, Cody West do hereby solemnly declare, that on
7-12 2010, I did cause to be delivered by Express private
courier and/or First Class Certified US Mail, a true and correct copy of the foregoing
instrument, including true and correct copies of all/any documents referenced therein as
"attached hereto", to the parties and locations listed below:

Witness Signature Charles E. Peltier

If witness is a Notary:

Commission expires N/A, 20

CYNTHIA L. CASTELLANOS, Notary Public,
3316 Mastercraft Avenue, North Las Vegas, NV 89031

**Re: Notice of Fault with regard to the failure of BANK OF AMERICA to collect \$234,137.95 held
in Escrow for BANK OF AMERICA to settle Account No. 117481522 failure of BANK OF
AMERICA to produce the Original (wet ink signature) Promissory Note Required for Release of
funds; Funds were made available until July 13, 2010 and will be returned on July 13, 2010.**

**Notice of Opportunity to Cure! Please advise me within 72 Hours that the Note will be produced
and the Funds will be held and be made available for your collection.**

Copy to:
BANK OF AMERICA
Barbara Desoer, President
PO Box 10227
Van Nuys, CA 91410

RECONTRUST COMPANY
PO Box 660862
Dallas, TX 75266

By Certified mail# 70100780000128572484

Note: Notary Public CYNTHIA L. CASTELLANOS is not an attorney licensed to practice law in the state of NEVADA and has not given
legal advice or accepted fees for legal advice; provided no assistance in the preparation of the above referenced documents, and has no interest
in any issue referenced therein. CYNTHIA L. CASTELLANOS is NOT a party to this action and is ONLY acting in an authorized capacity as
liaison to communications between the parties.

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature X <i>MAR...</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: BANK of America P.O. Box 10227 VAN Nuys, CA 91410		B. Received by (Printed Name) <i>MAR...</i> C. Date of Delivery JUL 14 2010	
2. Article Number (Transfer from service label) 7010 0780 0001 2857 2484		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540			

488 2552 1000 0780 0001 2857 2484

U.S. Postal Service	
CERTIFIED MAIL RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$ 4.90
Certified Fee	\$2.80
Return Receipt Fee (Endorsement Required)	\$2.30
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 10.00

Stamp: **JUL 12 2010**
04
USPS LAS VEGAS
07/12/2010

Send To
BANK of America
Street, Apt. No.,
or PO Box No.
City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions

In care of: CYNTHIA L. CASTELLANOS, NOTARY
For: CODY B. WEST
3316 Mastercraft Avenue, North Las Vegas, NV 89031

Certified Mail # 7010078000012857247
Return Receipt Requested

July 12, 2010

To:
BANK OF AMERICA
(hereafter referred to as LENDER/AGENTS)
Barbara Desoer, President
PO Box 10227
Van Nuys, CA 91410

RECONSTRUST COMPANY
PO Box 660862
Dallas, TX 75266

Notice to Agent is Notice to Principal; Notice to Principal is Notice to Agent

Re: Notice of Fault with regard to the failure of LENDER/AGENTS to \$234,137.95 held in Escrow for LENDER/AGENTS to settle Account No. 117481522 failure of LENDER/AGENTS to produce the Original (Wet Ink Signature) Promissory Note Required for Release of funds; Funds were made available until July 15, 2010 and will be returned on July 15, 2010.

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This is my **Notice of Fault and Notice of Opportunity to Cure!** You have **72 hours** from receipt of this notice to collect the funds by tendering the original (wet ink signature) note to me. CODY B. WEST requires this so that the note may not be represented for collection. Upon receipt of the original (wet ink signature) note, I will forward full payment of \$234,137.95 now held in escrow to you or the agent you designate to receive funds. I am also available to personally exchange funds for the instrument. Contact me as soon as possible to schedule a meeting. CODY B. WEST will require that I return his payment to him in just 72 hours from

I, Cory West do hereby solemnly declare, that on
7-12 2010, I did cause to be delivered by Express private
courier and/or First Class Certified US Mail, a true and correct copy of the foregoing
instrument, including true and correct copies of all/any documents referenced therein as
"attached hereto", to the parties and locations listed below:

Witness Signature Charlene E Potter

If witness is a Notary:

Commission expires N/A, 20____
CYNTHIA L. CASTELLANOS, Notary Public,
3316 Mastercraft Avenue, North Las Vegas, NV 89031

**Re: Notice of Fault with regard to the failure of BANK OF AMERICA to collect \$234,137.95 held
in Escrow for BANK OF AMERICA to settle Account No. 117481522 failure of BANK OF
AMERICA to produce the Original (wet ink signature) Promissory Note Required for Release of
funds; Funds were made available until July 13, 2010 and will be returned on July 13, 2010.**

**Notice of Opportunity to Cure! Please advise me within 72 Hours that the Note will be produced
and the Funds will be held and be made available for your collection.**

Copy to:

BANK OF AMERICA
Barbara Desoer, President
PO Box 10227
Van Nuys, CA 91410

RECONTRUST COMPANY
PO Box 660862
Dallas, TX 75266

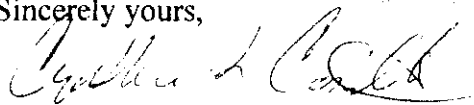
By Certified mail# 70100780000128572477

Note: Notary Public CYNTHIA L. CASTELLANOS is not an attorney licensed to practice law in the state of NEVADA and has not given
legal advice or accepted fees for legal advice; provided no assistance in the preparation of the above referenced documents, and has no interest
in any issue referenced therein. CYNTHIA L. CASTELLANOS is NOT a party to this action and is ONLY acting in an authorized capacity as
liaison to communications between the parties.

Case 2:10-cv-01950-GMN -LRL Document 23 Filed 01/24/11 Page 42 of 65
your receipt of this Notice. So please do not delay. Should BANK OF AMERICA default, on or
about July 15, 2010 I will issue an Affidavit of Non Response.

I am not a party to any dealings between LENDER/AGENTS and CODY B. WEST, and am
merely acting as an Escrow Agent.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Cynthia L. Castellanos', written over a horizontal line.

Cynthia L. Castellanos – Notary /Escrow Agent

cc: CODY B. WEST

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: ReconTrust Company P.O. Box 660862 DALLAS, TX 75266		B. Received by (Printed Name) <i>[Signature]</i> C. Date of Delivery <i>JUL 12 2010</i>	
		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
2. Article Number (Transfer from service label)		7010 0780 0001 2857 2477	
PS Form 3811, February 2004		Domestic Return Receipt 102595-02-M-1540	

U.S. Postal Service		
CERTIFIED MAIL [®] RECEIPT		
(Domestic Mail Only; No Insurance Coverage Provided)		
For delivery information visit our website at www.usps.com		
DALLAS TX 75266		
OFFICIAL USE		
Postage	\$ 4.90	0094
Certified Fee	\$2.80	04
Return Receipt Fee (Endorsement Required)	\$2.30	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	JUL 12 2010
Total Postage & Fees	\$ 10.00	07/12/2010
Sent To ReconTrust Street, Apt. No., or PO Box No. City, State, ZIP+4		
PS Form 3800, August 2005 See Reverse for Instructions		

EXHIBIT E

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**AFFIDAVIT -
COMMERCIAL OATH AND VERIFICATION
and Final Notice of Default**

The State of NEVADA)

Commercial Oath and Verification

County of CLARK)

Cynthia L. Castellanos, Notary Public, acting as a neutral third party Escrow Agent under his Commercial Oath with unlimited liability, proceeding in good faith being of sound mind states that the facts contained herein are true, correct, complete and not misleading to the best of his private firsthand knowledge and belief under penalty of International Commercial Law.

RE: Lender Account# 117481522

Certified Mail # Hand Delivered

1. I have seen the evidence shows that the Respondent, BARBARA DESAER, PRESS. of BANK OF AMERICA (hereafter referred to as LENDER/AGENTS) named in CODY B. WEST'S administrative remedy "Conditional Acceptance of Your Offer and Complaint charging me \$234,137.95 (with fees and costs) and the Terms of Contract" was duly served by Certified Mail on or before 6-21, 2010. With notice to collect the funds held in Escrow and to produce the original promissory note held by LENDER/AGENTS.
2. That **10** calendar days for LENDER/AGENTS to withdraw the complaint, claim, and/or demand for payment, and refuse CODY B. WEST'S self-executing contract expired on 7-1, 2010
3. That **15** calendar days to collect the \$234,137.95 and produce the original note held by LENDER/AGENTS concluded on 7-15, 2010.
4. That the NOTICE OF FAULT was received on or about 7-14, 2010 and 3 day OPPORTUNITY TO CURE commenced on 7-12, 2010.
5. That the 3 days to cure concluded on 7-17, 2010 with 3 days allowed for mailing.
6. That the 3 days for mailing commenced on 7-12, 2010 and concluded 7-15, 2010.
7. That no response to any of the above notices is evidenced by U.S. MAIL and any other private carrier.
8. That the Respondent, BANK OF AMERICA, BARBARA DESAER, PRSS. - CEO of LENDER/AGENTS is **now in DEFAULT** without recourse and is found in agreement and harmony with the Declarant, CODY B. WEST, in his "Conditional Acceptance of Your Offer and Complaint charging me \$234,137.95 (with fees and costs) and the Terms of Contract." Which terms instructed me to hold \$234,137.95 in legal tender funds for collection by LENDER/AGENTS upon production of the original note held by LENDER/AGENTS.
9. That LENDER/AGENT have been notified and agreed, by their silence, to Treble Damages separately and equally totaling \$702,413.85. Delivery of this document shall act as the bill for these agreed Treble damages.

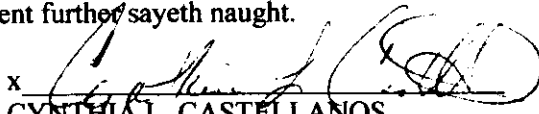
10. It was further established, that **Non-response or incomplete response** would grant the original Grantor/Trustor CODY B. WEST, the right to act as or appoint an agent of the bank for removal of current power of attorney and subsequent appointment of successor trustee, for the purposes of filing a Full Reconveyance of the original Deed of Trust or Mortgage instrument, thus finalizing the lender's claim as satisfied in full.

COPY TO: All Lenders and Agents – Additional copies may also be sent to other interested parties not specifically listed above, and will serve as equal notice when delivered by confirmed delivery

AFFIDAVIT - COMMERCIAL OATH AND VERIFICATION

NOTARY ACCEPTOR and Escrow Agent further sayeth naught.

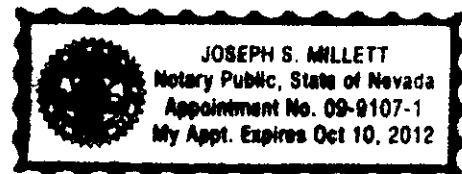
SUBSCRIBED AND SWORN

x 
CYNTHIA L. CASTELLANOS
NOTARY ACCEPTOR, Acting Escrow Agent

NOTARY WITNESS ABOVE SIGNATURE

State of Nevada County of Clark
Subscribed and sworn to (or affirmed) before me on this 7th day of July, 2010, by
Cynthia L. Castellanos, proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.

Signature Joseph S. Millett (seal)
Commission expires 10-10, 2012



ORIGINAL to: CODY B. WEST
COPIES TO: lenders, servicers, trustee, and agents

ASSEVERATION OF MAILING

I, Jody Niss do hereby solemnly declare, that on
7-26 2010, I did cause to be delivered by Express private
courier and/or First Class Certified US Mail, a true and correct copy of the foregoing
instrument, including true and correct copies of all/any documents referenced therein as
"attached hereto", to the parties and locations listed below:

Witness Signature [Signature]

If witness is a Notary Acceptor:

Commission expires N/A, 20____
CYNTHIA L. CASTELLANOS, Notary Public,
CYNTHIA L. CASTELLANOS
3316 MASTERCRAFT AVE.
NORTH LAS VEGAS, N.V., 89031

Re: AFFIDAVIT - COMMERCIAL OATH AND VERIFICATION and Final Notice of Default

Copy to:

BANK OF AMERICA
BARBARA DESAER, PRESS.
PO BOX 10227
VAN NAYS, CA, 91410

RECONTRUST COMPANY
PO BOX 660862
DALLAS, TX, 7526

By Certified mail# 701007800002 28097221

Note: Notary Public CYNTHIA L. CASTELLANOS is not an attorney licensed to practice law in the state of NEVADA and has not given legal advice or accepted fees for legal advice; provided no assistance in the preparation of the above referenced documents, and has no interest in any issue referenced therein. CYNTHIA L. CASTELLANOS is NOT a party to this action and is ONLY acting in an authorized capacity as liaison to communications between the parties.

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1. Article Addressed to: <u>BANK of America</u> <u>P.O. BOX 10227</u> <u>VAN NAYS CA.</u> <u>91410</u>		B. Received by (Printed Name) <u>[Signature]</u> C. Date of Delivery <u>Jul 26 2010</u>	
		D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:	
		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
2. Article Number (Transfer from service label)		<u>7010 0780 0002 2809 7221</u>	

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

7010 0780 0002 2809 7221

Postage	\$ 4.90
Certified Fee	\$2.80
Return Receipt Fee (Endorsement Required)	\$2.30
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 10.00

0094
STATION LAS VEGAS, NV 89130
JUL 26 2010
USPS

Sent To Box A
Street, Apt. No.,
or PO Box No.
City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions

**AFFIDAVIT -
COMMERCIAL OATH AND VERIFICATION
and Final Notice of Default**

The State of NEVADA)

Commercial Oath and Verification

County of CLARK)

Cynthia L. Castellanos, Notary Public, acting as a neutral third party Escrow Agent under his Commercial Oath with unlimited liability, proceeding in good faith being of sound mind states that the facts contained herein are true, correct, complete and not misleading to the best of his private firsthand knowledge and belief under penalty of International Commercial Law.

RE: Lender Account# 117481522

Certified Mail # Hand Delivered

1. I have seen the evidence shows that the Respondent, BARBARA DESAER, PRESS. of BANK OF AMERICA (hereafter referred to as LENDER/AGENTS) named in CODY B. WEST'S administrative remedy "Conditional Acceptance of Your Offer and Complaint charging me \$234,137.95 (with fees and costs) and the Terms of Contract" was duly served by Certified Mail on or before 6-21, 2010. With notice to collect the funds held in Escrow and to produce the original promissory note held by LENDER/AGENTS.
2. That **10** calendar days for LENDER/AGENTS to withdraw the complaint, claim, and/or demand for payment, and refuse CODY B. WEST'S self-executing contract expired on 7-1, 2010
3. That **15** calendar days to collect the \$234,137.95 and produce the original note held by LENDER/AGENTS concluded on 7-15, 2010.
4. That the NOTICE OF FAULT was received on or about 7-14, 2010 and 3 day OPPORTUNITY TO CURE commenced on 7-12, 2010.
5. That the 3 days to cure concluded on 7-17, 2010 with 3 days allowed for mailing.
6. That the 3 days for mailing commenced on 7-12, 2010 and concluded 7-15, 2010.
7. That no response to any of the above notices is evidenced by U.S. MAIL and any other private carrier.
8. That the Respondent, BANK OF AMERICA, BARBARA DESAER, PRSS. - CEO of LENDER/AGENTS is **now in DEFAULT** without recourse and is found in agreement and harmony with the Declarant, CODY B. WEST, in his "Conditional Acceptance of Your Offer and Complaint charging me \$234,137.95 (with fees and costs) and the Terms of Contract." Which terms instructed me to hold \$234,137.95 in legal tender funds for collection by LENDER/AGENTS upon production of the original note held by LENDER/AGENTS.
9. That LENDER/AGENT have been notified and agreed, by their silence, to Treble Damages separately and equally totaling \$702,413.85. Delivery of this document shall act as the bill for these agreed Treble damages.


10. It was further established, that **Non-response or incomplete response** would grant the original Grantor/Trustor CODY B. WEST, the right to act as or appoint an agent of the bank for removal of current power of attorney and subsequent appointment of successor trustee, for the purposes of filing a Full Reconveyance of the original Deed of Trust or Mortgage instrument, thus finalizing the lender's claim as satisfied in full.

COPY TO: All Lenders and Agents – Additional copies may also be sent to other interested parties not specifically listed above, and will serve as equal notice when delivered by confirmed delivery

AFFIDAVIT - COMMERCIAL OATH AND VERIFICATION

NOTARY ACCEPTOR and Escrow Agent further sayeth naught.

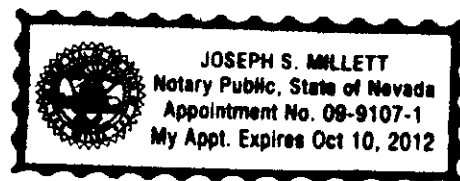
SUBSCRIBED AND SWORN

x 
CYNTHIA L. CASTELLANOS
NOTARY ACCEPTOR, Acting Escrow Agent

NOTARY WITNESS ABOVE SIGNATURE

State of Nevada County of Clark
Subscribed and sworn to (or affirmed) before me on this 24th day of July, 2010, by
Cynthia L. Castellanos, proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.

Signature Joseph S. Millett (seal)
Commission expires 10-10, 2012



ORIGINAL to: CODY B. WEST
COPIES TO: lenders, servicers, trustee, and agents

ASSEVERATION OF MAILING

I, Cody West do hereby solemnly declare, that on 2-26 2010, I did cause to be delivered by Express private courier and/or First Class Certified US Mail, a true and correct copy of the foregoing instrument, including true and correct copies of all/any documents referenced therein as "attached hereto", to the parties and locations listed below:

Witness Signature 

If witness is a Notary Acceptor:

Commission expires N/A, 20____
CYNTHIA L. CASTELLANOS, Notary Public,
CYNTHIA L. CASTELLANOS
3316 MASTERCRAFT AVE.
NORTH LAS VEGAS, N.V., 89031


Re: AFFIDAVIT - COMMERCIAL OATH AND VERIFICATION and Final Notice of Default

Copy to:
BANK OF AMERICA
BARBARA DESAER, PRESS.
PO BOX 10227
VAN NAYS, CA, 91410

RECONTRUST COMPANY
PO BOX 660862
DALLAS, TX, 7526

By Certified mail# 70100780000228097238

Note: Notary Public CYNTHIA L. CASTELLANOS is not an attorney licensed to practice law in the state of NEVADA and has not given legal advice or accepted fees for legal advice; provided no assistance in the preparation of the above referenced documents, and has no interest in any issue referenced therein. CYNTHIA L. CASTELLANOS is NOT a party to this action and is ONLY acting in an authorized capacity as liaison to communications between the parties.

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: Recontrust Company P.O. Box 660862 DALLAS TX. 75266		B. Received by (Printed Name) Amy Walker C. Date of Delivery 2010	
2. Article Number (Transfer from service label) 7010 0780 0002 2809 7238		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
PS Form 3811, February 2004		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
Domestic Return Receipt		102595-02-M-1540	

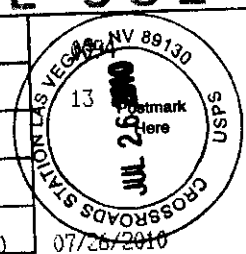
U.S. Postal Service TM	
CERTIFIED MAIL [®] RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$ 4.90
Certified Fee	\$2.80
Return Receipt Fee (Endorsement Required)	\$2.30
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 10.00
	
Sent To <u>Recontrust</u> Street, Apt. No., or PO Box No. City, State, ZIP+4	
PS Form 3800, August 2006	
See Reverse for Instructions	

EXHIBIT F

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In care of: CYNTHIA L. CASTELLANOS,
Notary
For: CODY B. WEST
c/o 3316 Mastercraft Avenue
North Las Vegas, NV 89031

Date: August 12, 2010

Via Certified Mail

TO: Aspen Mortgage
7560 W. Sahara Avenue Ste. 107
Las Vegas, NV 89117

BANK OF AMERICA
Barbara Desoer, President
PO Box 10227
Van Nuys, CA 91410

Recontrust Company- Wendy McKnight
2380 Performance Drive, Building C, Mailstop: TX2-984-04-07
Richardson, TX 75082

Ticor Title of Nevada, Inc.
William L. Rohrbaugh, Senior Vice President
777 North Rainbow Blvd. #150
Las Vegas, NV 89107

"MERS" Mortgage Electronic Registration Systems, Inc.
PO BOX 2026
FLINT, MI 48501-2026

Clark County Sheriff Douglas Gillespie and each and every un-named Sheriff's Deputy,
regardless of rank
c/o Las Vegas Metropolitan Police Department
3141 Sunrise Avenue
Las Vegas, NV 89101

Re: Original Loan # 117481522
Commonly Known Address: 4316 Blushed Meadows Road, North Las Vegas, NV 89031
Deed of Trust Record: #124-31-210-062 Record Date: February 6, 2006

Notice of Right to Cancel - TILA

Notice to Agent is Notice to Principal Notice to Principal is Notice to Agent

Parties: CODY B. WEST (Alleged Borrower(s) hereinafter **Borrower(s)**) – and, [LENDERS],

Attention: Aspen Mortgage; BANK OF AMERICA; Ticor Title of Nevada, Inc.- William L. Rohrbaugh, Senior Vice President; Clark County Sheriff Douglas Gillespie and each and every un-named Sheriff's Deputy, regardless of rank.

This communication will serve as my Notice of Right to Cancel dated 8-12, 2010. TILA (Truth in Lending Act, 15 USC §1601 et seq; 12 CFR Part 226) allows three (3) days to review Disclosure Documents. However, the referenced 'Three Day Right to Cancel' must have a trigger to begin. That trigger, is when the Lender has provided the Borrower with ALL of the required Disclosures under TILA, and that the same are true, complete, accurate, and timely provided. It is our belief ALL disclosures were not accurately or clearly made.

Being as the entire purported loan/mortgage process and Deed of Trust referenced herein and throughout, was clearly obtained by wrongful acts of fraud, fraudulent inducement, concealment, and fraudulent misrepresentation, the borrower has other recourse, right, and cause of action under numerous state and federal statutes. Acts of fraud taint/void everything it touches as the US Supreme Court has declared: ***"There is no question of the general doctrine that fraud vitiates the most solemn contracts, documents, and even judgments."*** (United States v. Throckmorton, 98 U.S. 61). In a case of fraud or incomplete disclosure, the right to cancel may not even apply, since fraud cancels contracts anyway.

To this date, Lender has never provided Borrower with true, complete, accurate or timely documents as required. ONLY AFTER such provision has been done, can the '3 DAY RIGHT TO CANCEL' period begin. If the required full Disclosure(s) have not been provided, then the period in which to Cancel is extended for up to three (3) years, OR until Lender moves to foreclose.

The records thus far evidence that CODY B. WEST has paid to Escrow Agent the sum of \$234,137.95 for collection by BANK OF AMERICA., upon receipt by Escrow Agent of the original (wet ink signature) note claimed to be held by BANK OF AMERICA., that, after notice and opportunity BANK OF AMERICA, **failed to bring forward said note and failed to collect tendered payment.** Under the now executed terms of that certain self executing contract (attached), BANK OF AMERICA., and all parties agreed that BANK OF AMERICA., did not have said note; have brought a false claim and have therefore agreed to pay to CODY B. WEST treble damages. BANK OF AMERICA., have agreed under UCC 3-603, that their refusal of tender of payment is full settlement; that the alleged debt of \$234,137.95 is **settled in full.** Therefore CODY B. WEST has requested to cancel within the stipulated three year time period, while still waiting to receive all Truth-in-Lending disclosures as required by Federal Law, the same of which have never been received. CODY B. WEST has good cause to **rescind the alleged mortgage contract due to fraud** by BANK OF AMERICA., as admitted by them due to their default under the terms of said self-executing contract. Since the agent for CODY B. WEST has tendered payment to BANK OF AMERICA, which tender of payment has been dishonored by BANK OF AMERICA., therefore in accordance with UCC 3-603, the purported loan # 117481522 is **now settled in full.** In addition, a close perusal/audit of Borrower's mortgage documents has revealed certain Disclosure Violations; and, that the Borrower has the remedial right and remedy (UCC 1-201 (32) (34)), inter alia, to invoke his Right of Rescission (ROR) as further evidenced by the original NOTICE OF RIGHT TO CANCEL. You will also please find Borrower's signed and dated NOTICE to the Lender(s), Successor(s) and Beneficiary as stated on the NOTICE OF RIGHT TO CANCEL, if provided in the loan package. If such Notice was not provided, **this written Notice of communication is provided in lieu thereof.**

After sufficient NOTICE has been given to (alleged) Lender, the Lender is required by Federal Law to CANCEL any lien(s) and to CANCEL any security interest on the Borrower's home within twenty (20) days. The Lender must also return any money,

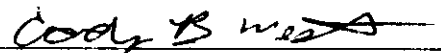
interest, fee, and/or property to Borrower, as well as any money/funds given to any persons or other fiction in law/entity in connection with said transaction.

In accordance with both State and Federal law or until the Lender complies, Borrower may retain the proceeds of the transaction. If it should be 'impractical' or 'unfair' for the Borrower to return the property when gross discrepancies, fraud, or other wrongful acts are discovered - then he/she/they may offer its 'Reasonable Value'. In the event the Lender should fail or refuse to take possession of the property or return the borrower's money offer within twenty (20) days ... **Borrower may then regain/acquire all rights to clear title and re-conveyance** under Federal Law and provisions of TILA. The notified LENDER/AGENT agrees that a non-response or incomplete response, which shall be deemed a non-response, would grant the original Grantor/Trustor CODY B. WEST the right to act as or to appoint an agent of the bank for removal of current power of attorney and subsequent appointment of successor trustee for the purposes of filing a Full Reconveyance of the original Deed of Trust or filing a Satisfaction of Mortgage/ Release of Lien of the original Mortgage instrument, thus finalizing the lender's claim as satisfied in full.

Additionally, Borrower has the right to offer Lender a Reasonable Value. **However**, the penalty that a bank can face for violations of TILA and other State and Federal law can be as much as triple damages . . . i.e., triple the amount of the interest the bank stood to fraudulently make off of the mortgage/loan transaction, which BANK OF AMERICA, have agreed to pay. Therefore, the borrower hereby in good faith make the following offer: **Borrower will forgive** Aspen Mortgage; Recontrust Company; BANK OF AMERICA; Ticor Title of Nevada, Inc.- William L. Rohrbaugh, Senior Vice President any liability incurred by its wrongful actions, provided Aspen Mortgage; Recontrust Company; COUNTRYWIDE HOME LOANS INC; Ticor Title of Nevada, Inc.- William L. Rohrbaugh, Senior Vice President rightfully acknowledge that Borrower has settled the full amount of the alleged mortgage by his tender of payment which you dishonored; **that you admit that no "loan" was ever made** and that your claim is void due to your fraud. In addition, Borrower makes the one time demand of \$702,413.85 (treble damages) from **each party** for the loss, damage, and injury he has sustained as admitted by BANK OF AMERICA ; and, that Aspen Mortgage, Recontrust Company, BANK OF AMERICA; Ticor Title of Nevada, Inc.- William L. Rohrbaugh, Senior Vice President., **also remove all/any negative comments on Borrower's credit report attributed to this transaction.**

Any default, failures, or non-compliance on the Lender's part to perform as herein directed within twenty (20) days of receipt shall constitute this Notice of Right to Cancel as valid and fully agreed/accepted pursuant to the terms and conditions as set forth herein and throughout.

Sincerely,


CODY B. WEST

8-12 2010

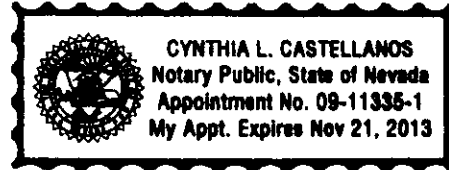
NOTARY WITNESS

State of Nevada County of Clark

Subscribed and sworn to (or affirmed) before me on this 12th day of August, 2010, by
Cody B. West, proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.

Signature  (seal)

Commission expires 11/21/2013



ASSEVERATION OF MAILING

I, Cody B. West do hereby solemnly declare, that on 12-12 2010, I did cause to be delivered by Express private courier and/or First Class Certified US Mail, a true and correct copy of the foregoing instrument, including true and correct copies of all/any documents referenced therein as "attached hereto", to the parties and locations listed below:

Witness Signature Cynthia L. Castellanos

CYNTHIA L. CASTELLANOS, Notary Public,
33316 Mastercraft Avenue
North Las Vegas, NV 89031

RE: Notice of Right to Cancel

Copy to:
Aspen Mortgage
By Certified mail# 70093410000103975193
7560 W. Sahara Avenue Ste. 107
Las Vegas, NV 89117

BANK OF AMERICA - Barbara Desoer, President
By Certified mail# 70093410000103975186
PO Box 10227
Van Nuys, CA 91410

Recontrust Company- Wendy McKnight
By Certified mail# 700934100000103975179
2380 Performance Drive, Building C, Mailstop: TX2-984-04-07
Richardson, TX 75082

Ticor Title of Nevada, Inc.- William L. Rohrbaugh, Senior Vice President
By Certified mail# 70093410000103975216
777 North Rainbow Blvd. #150
Las Vegas, NV 89107

"MERS" PO BOX 2026 FLINT, MI 48501-2026
By certified mail# 70093410000103975223

**Clark County Sheriff Douglas Gillespie and each and every un-named sheriff's Deputy,
Regardless of rank
c/o Las Vegas Metropolitan Police Department
By Certified Mail# 70093410000103975209
314 Sunrise Avenue
Las Vegas, NV 89101**

Note: Notary Public CYNTHIA L. CASTELLANOS is not an attorney licensed to practice law in the state of Nevada and has not given legal advice or accepted fees for legal advice; provided no assistance in the preparation of the above referenced documents, and has no interest in any issue referenced therein. CYNTHIA L. CASTELLANOS is NOT a party to this action and is ONLY acting in an authorized capacity as liaison to communications between the parties.

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature X <div style="text-align: right;"> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee </div>	
		B. Received by (Printed Name)	C. Date of Delivery
1. Article Addressed to: ASDEN MORTGAGE 7560 W. SAHARA AVE. STE 107 LAS VEGAS, NV 89117		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
2. Article Number (Transfer from service label)		7009 3410 0001 0397 5193	

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE


Postage	\$ 1.22	0094 STATION 11 Postmark AUG 17 2010 08/17/2010
Certified Fee	\$2.80	
Return Receipt Fee (Endorsement Required)	\$2.30	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 6.32	

Sent To: **Aspen Mortgage**
Street, Apt. No.,
or PO Box No.
City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature X FAUSTINO ITZEP <div style="float: right;"> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee </div>	
1. Article Addressed to: BANK of AMERICA BARBARA DESOER, Pres. P.O. Box 10227 VAN NUYS, CA 91410		B. Sent by (Printed Name) FAUSTINO ITZEP	C. Date of Delivery
2. Article Number (Transfer from service label) 7009 3410 0001 0397 5186		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input checked="" type="checkbox"/> No	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
PS Form 3811, February 2004		Domestic Return Receipt	
		102595-02-M-1540	

U.S. Postal Service <small>TM</small>		
CERTIFIED MAIL <small>TM</small> RECEIPT		
(Domestic Mail Only; No Insurance Coverage Provided)		
For delivery information visit our website at www.usps.com .		
VAN NUYS, CA 91410		
OFFICIAL USE		
Postage	\$	\$1.22
Certified Fee		\$2.80
Return Receipt Fee (Endorsement Required)		\$2.30
Restricted Delivery Fee (Endorsement Required)		\$0.00
Total Postage & Fees	\$	\$6.32
0094 11 NOV 17 2010 08/17/2010		
Sent To BANK of AMERICA Street, Apt. No., or PO Box No. City, State, ZIP+4		
PS Form 3800, August 2006		
See Reverse for Instructions		

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: Recontrust COMPANY Attn. Wendy McKnight 2380 Performance Dr. Building C, TX 2-984-04-07 Richardson, TX 75082		B. Received by (Printed Name) Wendy McKnight	C. Date of Delivery 8/23/10
		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
2. Article Number (Transfer from service label)		7009 3410 0001 0397 5179	
PS Form 3811, February 2004		Domestic Return Receipt	
		102595-02-M-1540	

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For delivery information visit our website at www.usps.com.

RICHARDSON TX 75082

OFFICIAL USE	
Postage	\$ 1.22
Certified Fee	\$2.80
Return Receipt Fee (Endorsement Required)	\$2.30
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 6.32

0094
11
Postmark
AUG 17 2010
08/17/2010

Sent To
Recontrust
Street, Apt. No.,
or PO Box No.
City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature X <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
		B. Received by (Printed Name)	C. Date of Delivery
1. Article Addressed to: TICOR TITLE of NEVADA ATTN. WILLIAM L ROHRBAUGH 777 NORTH RAINBOW BLVD. #150 LAS VEGAS, NV 89107		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
2. Article Number (Transfer from service label)		7009 3410 0001 0397 5216	
PS Form 3811, February 2004		Domestic Return Receipt	
		102595-02-M-1540	

9125 2650 1000 0146 6007

U.S. Postal Service
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For delivery information visit our website at www.usps.com.

OFFICIAL USE

Postage	\$ 1.22
Certified Fee	\$2.80
Return Receipt Fee (Endorsement Required)	\$2.30
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 6.32

Sent To: **TICOR TITLE**
Street, Apt. No., or PO Box No.
City, State, ZIP+4



PS Form 3800, August 2006 See Reverse for Instructions

0094 11

08/17/2010

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Blaine K. Goss</i></p> <p>C. Date of Delivery AUG 26 2010</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p>	
<p>1. Article Addressed to:</p> <p><i>MERS</i> <i>P.O. Box 2026</i> <i>FLINT, MI 48501-2026</i></p>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7009 3410 0001 0397 5223</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
PS Form 3811, February 2004		Domestic Return Receipt 102595-02-M-1540	

U.S. Postal Service		
CERTIFIED MAIL RECEIPT		
(Domestic Mail Only; No Insurance Coverage Provided)		
For delivery information visit our website at www.usps.com		
FLINT, MI 48501		
OFFICIAL USE		
Postage	\$ 1.22	<p>0094</p> <p>11</p> <p>AUG 17</p> <p>Postmark Here</p> <p>08/17/2010</p>
Certified Fee	\$2.80	
Return Receipt Fee (Endorsement Required)	\$2.30	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 6.32	
<p>Sent To <i>MERS</i></p> <p>Street, Apt. No., or PO Box No.</p> <p>City, State, ZIP+4</p>		
PS Form 3800, August 2006 See Reverse for Instructions		

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature  <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: CLARK County Sheriff DOUGLAS GILLESPIE LOLAS VEGAS Metro POLICE Department 3141 Sunrise Ave. LAS VEGAS, NV 89101		B. Received by  C. Date of Delivery	
2. Article Number (Transfer from service label)		D. Is delivery address different from Item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
PS Form 3811, February 2004		Domestic Return Receipt	
102595-02-M-1540		7009 3410 0001 0397 5209	

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
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For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 1.22	0094
Certified Fee	\$2.80	11
Return Receipt Fee (Endorsement Required)	\$2.30	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 6.32	08/17/2010

Sent To
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CERTIFICATE OF MAILING

I, Cody B. West, hereby certifies that a copy of the Reply to Defendants Opposition to Motion for Summary Judgment filed on the 24 day of January 24 2011, in the above-entitled case was mailed by me on January 24 2011 by depositing copies thereof in a sealed envelope, first-class postage prepaid, in the United States mail, to

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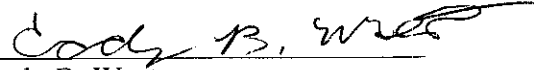
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Dated: January 24 2011


Cody B. West
Plaintiff
In Proper Person